

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD


NATIONAL FOOTBALL LEAGUE
PROPERTIES, INC. and JACKSONVILLE
JAGUARS, LTD.,

Opposers,

-against-

APPLIED MAPPING, INC.

Applicant.


03-12-2003

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

Opposition Nos. 124,732
151,429

STIPULATED PROTECTIVE ORDER

WHEREAS, opposer Jacksonville Jaguars, Ltd. and NFL Properties LLC, successor-in-interest to opposer National Football League Properties, Inc. and applicant Applied Mapping, Inc. acknowledge that each party may obtain from the other party, through discovery or otherwise, information, documents and materials, some or all of which are or may be considered confidential by the producing party; and

WHEREAS, the parties through their undersigned counsel, have reached the following agreement governing the production and use of information and documents, confidential and not, pursuant to the provisions of Trademark Rule of Procedure 2.120 and Federal Rule of Civil Procedure 26;

IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the parties, for purposes of the above-captioned action, and subject to the approval of the Trademark Trial and Appeal Board ("TTAB") that:

1. This Stipulated Protective Order governs the use of all materials produced by any party, whether by agreement or formal discovery request; responses to interrogatories,

document requests and requests for admissions, deposition transcripts and any other information, documents, objects or things that have been or will be produced or received by any person during discovery in the above-captioned action, including any and all copies, abstracts, digests, notes and summaries thereof. These materials are collectively referred to herein as "Discovery Materials."

2. Any person subject to discovery in this action shall have the right to designate as "CONFIDENTIAL" or as "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" any Discovery Materials that it believes, based on a good faith determination, are deemed to contain confidential business information and/or trade secrets relating to its business for which the public disclosure thereof would likely have an adverse effect on the producing party's business, or information furnished to it by third parties on a restricted basis, that is not generally available or known and that is generally not revealed to third parties or, if revealed, would be maintained in confidence. These Discovery Materials, including information derived therefrom, are collectively referred to herein as "Confidential Materials."

3. The receiving party shall use Confidential Materials solely for the prosecution and/or defense of the above-captioned action, and only as provided in this Stipulated Protective Order. Confidential Materials shall not be used or employed for the purpose of any other action, use or proceeding, or for any business or other purpose whatsoever.

4. Confidential Materials designated "CONFIDENTIAL" may be disclosed only to the following persons:

(a) The TTAB;

(b) Outside counsel of record in the above-captioned action, attorneys and staff regularly employed by such counsel who need to review such information in connection with this action;

(c) In-house counsel, staff assisting in-house counsel and other corporate personnel whose access to Confidential Materials is necessary to fairly prepare the party's case for trial;

(d) Actual or potential independent experts and other party and non-party witnesses, provided that before any Confidential Material is disclosed to any independent expert and other witnesses such independent expert and other witnesses shall read this Stipulated Protective Order in its entirety and execute the Certificate annexed hereto. A Certificate executed by any actual independent expert(s) or other witness(es) used at trial shall be served on counsel for the other party; and

(e) Court reporters or stenographers employed in connection with the above-captioned action.

5. Confidential Materials designated "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" may be disclosed only to the following persons:

(a) The TTAB;

(b) Outside counsel of record in the above-captioned action, attorneys and staff regularly employed by such counsel who need to review such information in connection with this action;

(c) Independent experts of the receiving party who are not and have not been an employee of a party or of an affiliated company of a party and who have been retained by counsel to assist in this action, provided that before any Confidential Material is disclosed to

any independent expert such independent expert shall read this Stipulated Protective Order in its entirety and execute the Certificate annexed hereto. A Certificate executed by any independent expert(s) used at trial shall be served on counsel for the other party; and

(d) Court reporters or stenographers employed in connection with the above-captioned action.

6. Confidential Materials shall be designated in the following manner:

(a) With respect to document production, Confidential Materials shall be designated by stamping, labeling or marking "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY." Tangible objects may be designated Confidential Materials by affixing a label or tag marked "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY."

(b) With respect to depositions, the party or witness may, by letter to all counsel of record, designate any portion of deposition testimony as Confidential Material at any time up to twenty (20) days after actual receipt of the transcript of the deposition from the court reporter, and until the end of the twenty (20) day period (or until an earlier designation is made by counsel) the entire deposition shall be treated as if designated "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY."

(c) With respect to answers to interrogatories and requests for admissions, Confidential Materials shall be designated by clearly labeling all or any portion of an answer as "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" in the body of the response.

(d) Other Confidential Materials shall be designated "CONFIDENTIAL" or "CONFIDENTIAL FOR ATTORNEYS' EYES ONLY" by letter to all counsel of record.

7. If a person inadvertently produces Confidential Materials without so designating, such person can later designate the material as "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" and it shall be treated as "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" thereafter.

8. A party is not obligated to challenge the propriety of any Confidential Material designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto or constitute an admission that such designation was proper. In the event that any party to this action disagrees at any stage of this action with such designation, such party shall provide to the producing party written notice of its disagreement with the designation. The parties shall first try to dispose of such dispute in good faith on an informal basis. If the dispute cannot be resolved, the party challenging the designation may request appropriate relief from the TTAB no sooner than ten (10) business days following service of the written notice to the other party of disagreement. If it is necessary to present the dispute to the TTAB for resolution, it shall be up to the party opposing the designation to move the TTAB for an order compelling production without the objectionable restriction. Unless and until the TTAB issues a final ruling that the material is not Confidential, the material in question shall continue to be treated by all parties as Confidential, and all provisions hereof shall be adhered to with respect to the same.

9. Nothing herein shall prevent any person from publicly disclosing any of its own Confidential Materials, as it deems appropriate. Public disclosure of any Confidential Materials shall waive its confidentiality.

10. If a party wishes to submit to the TTAB any Confidential Materials, or to use or refer to the same in briefs, affidavits, or any other documents or submissions, such materials using or referring to such Confidential Materials shall be filed with the TTAB with the

request that the TTAB file the material under seal pursuant to 37 C.F.R. §§ 2.27(e), 2.125(e) and TTAB Manual of Procedure § 120.03.

11. If a party wishes to introduce any Confidential Materials on the public record during a hearing before the TTAB, the testimony or post-testimony periods or final oral argument before the TTAB, such party shall give the producing party reasonable advance written notice of such intention, such notice to clearly specify the Confidential Materials to be disclosed, so as to afford the producing party the opportunity to apply to the TTAB for an order of non-disclosure or for other protection.

12. (a) All Confidential Materials and all copies thereof shall be returned to the producing party within sixty (60) days after the termination of the above-captioned action, or shall be destroyed, at the option of the producing party. In the latter case, the receiving party shall certify in writing that the materials have been destroyed.

(b) Notwithstanding the foregoing, one designated outside counsel of record for each party may maintain in its files one copy of each affidavit, affirmation, certification, declaration, brief, notice of motion, deposition or hearing transcript, exhibit, opinion, pleading, discovery request or response, stipulation, correspondence between counsel for the parties to these actions, other documents filed with the TTAB, and attorney work product, consisting of or containing Confidential Materials. All such Confidential Materials shall remain subject to the terms of this Stipulated Protective Order.

13. This Stipulated Protective Order shall become effective as a stipulation among the parties immediately upon its execution by counsel for the parties, notwithstanding the pendency of approval by the TTAB. If the TTAB ultimately withholds its approval or makes its approval conditional, no party shall treat any Confidential Materials produced subsequent to that

time other than as provided in this Stipulated Protective Order without giving the producing party sufficient advance notice to allow for application to the TTAB for additional relief.

14. This Stipulated Protective Order may be amended without leave of the TTAB by the agreement of counsel for the parties in the form of a stipulation that shall be filed in this action.

15. This Stipulated Protective Order shall remain in full force and effect until modified, superseded or terminated on the record by agreement of the parties or by an order of the TTAB.

WE HEREBY STIPULATE TO THE ENTRY OF THIS ORDER:

By: 

Robert L. Raskopf
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Attorneys for Applicant
APPLIED MAPPING, INC.

Dated: March 12, 2003

Dated: March 12, 2003

SO ORDERED:

Dated: _____

TTAB

CERTIFICATE

I hereby certify my understanding that Confidential Materials are being provided to me pursuant to the terms and restrictions of the Stipulated Protective Order in National Football League Properties, Inc. and Jacksonville Jaguars, Ltd. v. Applied Mapping, Inc., Opposition Nos. 124,732 and 151,429, which is attached hereto, and that I have been given a copy of the Stipulated Protective Order and that I have read and understand and agree to be bound by its terms. I understand that all such Confidential Materials I may be shown, including copies thereof and any notes and transcriptions made therefrom, are to be used only for the purposes permitted by the Stipulated Protective Order and for no other purpose, under penalty of sanctions, pursuant to Trademark Rule of Procedure Rule 2.120(g) and Federal Rule of Civil Procedure 37(b), for violating this Stipulated Protective Order. I also understand that such Confidential Materials shall be returned or destroyed in the manner provided in Paragraph 12 of the Stipulated Protective Order.

Signature: _____

Name*: _____

Address*: _____

Dated: _____

***This information must be printed or typed.**

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TTAB

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March 12, 2003

VIA EXPRESS MAIL NO. EL286873207US



03-12-2003

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

Box TTAB No Fee
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Re: Consolidated Opposition No. 124,732 by National Football League Properties, Inc. and
Jacksonville Jaguars, Ltd. against Applied Mapping, Inc.

RECEIVED
MAR 20 AM 11:30
U.S. PATENT & TRADEMARK OFFICE

To the Assistant Commissioner:

I enclose the original and three copies of the Stipulated Protective Order of the above-referenced consolidated opposition proceeding, so that if the Order is approved, it may be stamped by the Board, and an approved copy may be returned to each party.

Please stamp and return the enclosed postcard to acknowledge receipt of the Order. Please also conduct all correspondence with regard to the above-referenced consolidated opposition with the undersigned.

Sincerely,

Jennifer L. Johnson

Enclosures

cc: Cheryl Dawn Meide, Esq.
Robert L. Raskopf, Esq.